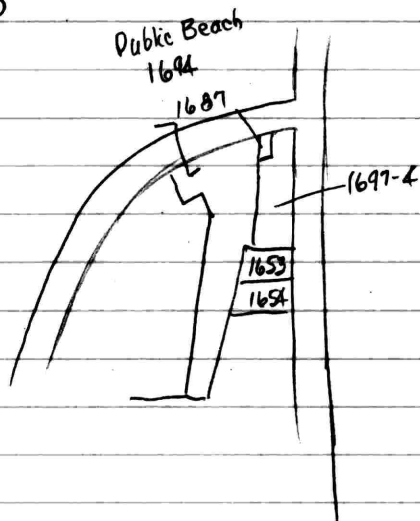


SC 5593-4-454

Tobey - 21163 Ches. Ave  
Hawks - 21173 " "

MAP 100



copy 1697-4 Thos G. Hyland EHP 55/351  
1687 - David Walbert EHP 80/734  
1653 Everett ~~Ends~~ or Enos. EHP 139/69  
1694 Co. Comm. EHP 97/330 X

EHP 2/348 X

MLM 1/191 X

5 Louise Drive  
Milltown, NJ 08850  
September 13, 1999

Mr. Bill Nuttle  
P.O. Box 371  
Chestertown, MD 21620

Dear Mr. Nuttle:

Following up on our discussion last Friday, my wife and I would like to have you do a survey of the land that we are purchasing in Betterton. Although we are purchasing the lot for cash, so no bank loan is involved, we would like to have a survey that can be recorded with our deed, and which will help clarify for us the boundaries on the ground. Furthermore, we need information from the survey to provide information required to comply with state environmental regulations associated with the fact that the parcel we are purchasing lies within the "critical zone" because of its distance from the water.

The parcel that we are purchasing, designated on the County Tax Map as parcel 1697-4, is on the southwest corner of the intersection of Main Street (Route 292) and Ericsson Avenue in Betterton. The property is currently owned by Thomas (deceased) and Judith Hyland, and the most recent deed is recorded in EHP 55/351-353 dated December 7, 1973 (copy enclosed). In addition, a boundary line agreement dated Oct 21, 1980 and recorded in EHP 115/193-196 (with plat) between the Hylands and Floyd and Mattie Smith (copy enclosed) specifies what had previously been vaguely described boundaries for the northwest portion of the parcel, where a small post office building previously stood. I am also enclosing a copy of a 1940 plat showing the parcel as it existed at that time (indicated on the plat as owned by W.E. & F.D. Owens), prior to the subdivision of the northwest portion of the property noted above, and prior to a 1970 subdivision of the southern portion of the original parcel (recorded in EHP 35/251-253).

In case it will be of any help to you, I am also enclosing a rough drawing that I made (at a scale of 1 inch to 30 feet) of the property. The three circled points on the southern boundary of the property (i.e., along the boundary with the Enos property) are places where I found wooden boundary posts in the ground.

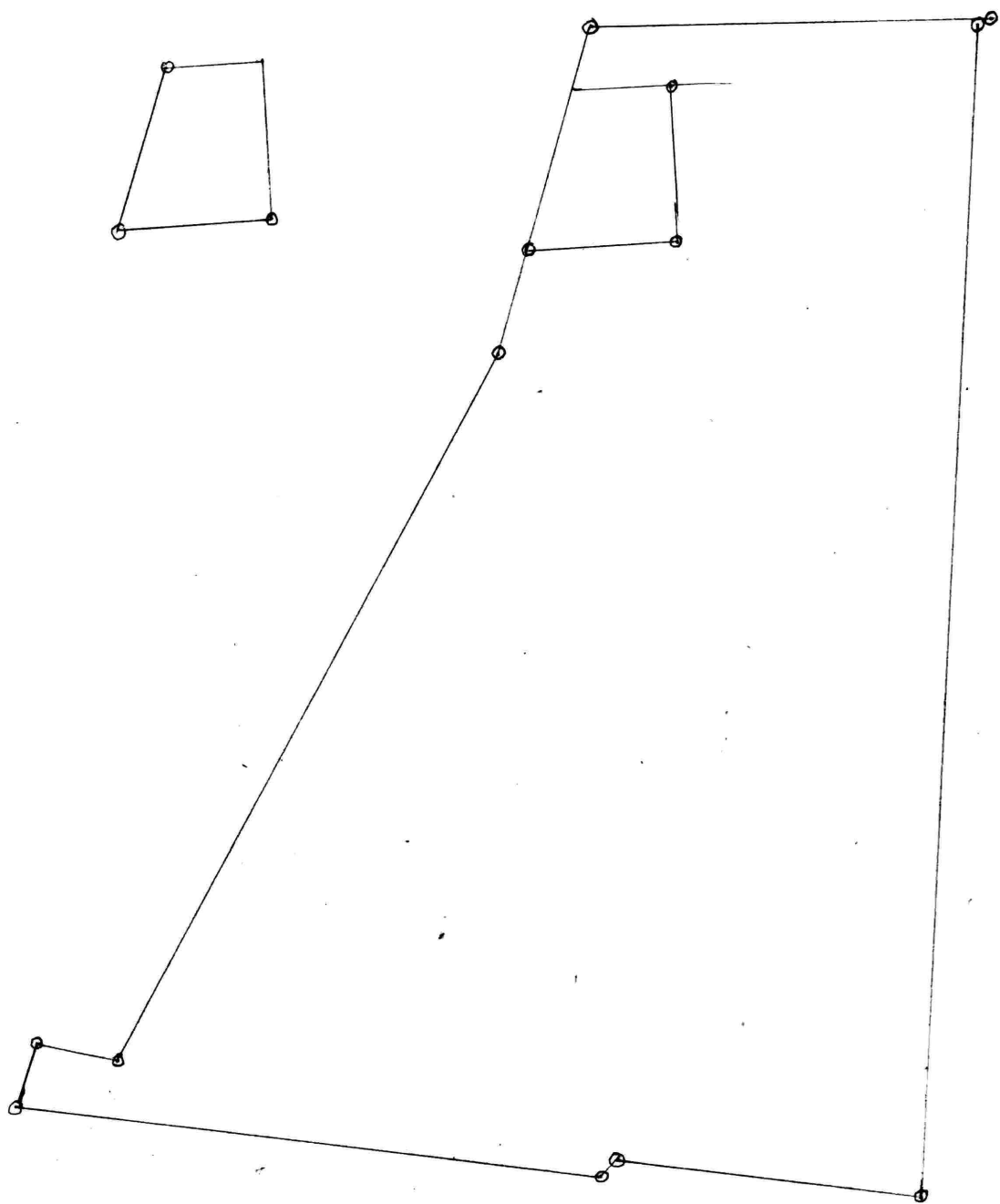
In order to meet state environmental guidelines with respect to impervious area, I also need the plat to show the approximate location and width of the driveway. Finally, there are trees along the western edge of part of the property (where it slopes sharply down to a county parking lot). Again, in order to meet state environmental guidelines with respect to afforestation requirements, I need to have the plat indicate the approximate size of the area along the western part of the property that is covered by trees and shrubs. (On my drawing of the property, I have put a dashed line very roughly where this tree line is.)

Once the survey is completed, my wife and I will be able to move forward with the town and state planning officials relative to the approvals we need to be able to put a single family house on the lot, which is something we need to do as soon as possible. If you have any questions, you can reach me at my office at 732-932-9000 ext. 510 in the daytime, or at home at 732-821-2789 in the evenings.

Sincerely,



Leslie Small



1970 deed (Subdivided Parcel)  
1697-4 from southern portion of

ESC/pa/5/21/70/142/

original tract)



RECEIPT NO. A13173

THIS DEED, made this 26th day of May, 1970, by and between EVERETT M. ENOS and MARGUERITE F. ENOS, his wife, of Baltimore County, State of Maryland, of the first part, and MARIE B. CHLADEK, of Philadelphia County, State of Pennsylvania, of the second part.

WITNESSETH, that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Everett M. Enos and Marguerite F. Enos, his wife, do grant and convey unto the said Marie B. Chladek, her heirs and assigns, in fee simple, all that lot or parcel of land situate, lying and being in Betterton, Third Election District of Kent County, Maryland, and more particularly described as follows:

BEGINNING at the intersection of the center line of the concrete road on Main Street and Ericcson Avenue, Betterton, Maryland, thence running along the center line of Main Street (1) south 2 degrees 43 minutes west, 268.9 feet to a new division line hereby established; thence (2) north 83 degrees 5 minutes west, 69.6 feet to a point; thence (3) south 42 degrees 30 minutes west 6 feet to a point; thence (4) north 83 degrees 05 minutes west, 135 feet, more or less, to a point on the lands of the Town Commissioners of Betterton, Maryland; thence along said lands (5) north 17 degrees 29 minutes east 15 feet, more or less, to the lands now or formerly of Nellie M. Arment; thence along said lands (6) south 78 degrees 25 minutes east, 18.3 feet to a point; thence (7) north 28 degrees 21 minutes east, 183.5 feet to a point; thence (8) north 15 degrees 43 minutes east, 77.9 feet to the center line of the concrete road on Ericcson Avenue; thence along said line (9) north 89 degrees 3 minutes east, 91.6 feet to the beginning.

SAVING AND EXCEPTING THEREFROM AND THEREOUT, HOWEVER, all that part thereof on which the post office building is now situated and including further that strip of land immediately adjacent to the said post office building and which lies between the post office building and the property now or formerly of Emil and Louis Grahmar, et al, with an even depth throughout of the length of said post office building.

Wanted to Marie B. Chladek June 10, 1970.

TAX \$ 100.00 REC. #A13173 JUN 2 '70  
STATE PROPERTY TRANSFER

LAW OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MARYLAND 20630  
TELEPHONE 470-600

SUBJECT to a right of ingress and egress to, over, and upon that part of the land hereby conveyed which is immediately adjacent to said post office building, for the purpose of maintaining and repairing the said post office building.

TOGETHER with the right to the use of the 12 foot right of way that runs from these lands past a garage and thence to Main Street.

BEING a part of the same lands conveyed to Everett M. Enos, et ux, by Frederick M. Campbell, et ux, by deed dated July 24, 1964, and recorded among the Land Records for Kent County, Maryland, in Liber E.H.P. No. 8, Folio 389.

AND ALSO, all the furniture and furnishings, linens, kitchenware, cutlery, china, glassware and silverware used in the operation of the hotel and dining room.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Marie B. Chladek, her heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said Grantors.

Test:

Everett M. Enos (SEAL)  
Everett M. Enos

Phoebe P. Anthony

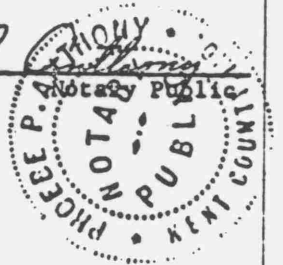
Marguerite F. Enos (SEAL)  
Marguerite F. Enos

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 26th day of May, 1970, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Kent, aforesaid, personally appeared Everett M. Enos and Marguerite F. Enos, his wife, the above named Grantors, and they acknowledged the foregoing deed to be their act.

AS WITNESS my hand and Notarial Seal.

Charles P. Anthony



My commission expires:

July 1, 1970

JUN 2 1970 THE FOREGOING deed FILED FOR RECORD AND IS  
ACCORDINGLY RECORDED AMONG THE LAND RECORDS OF KENT COUNTY, MD.  
IN LIBER 35 NO. 253 FOLIO 175/180-253  
Charles P. Anthony CLERK

LIBER 35 PAGE 253

N ↑

Bay ↑

Center line, Ericson Ave ↓

91.6'

1 inch = 30 feet

77.9'

22.46'

36.08'

35.44'

Center line, Main Street ↓

268.9'

Driveway

Concrete walk

183.5'  
(approximate true line)

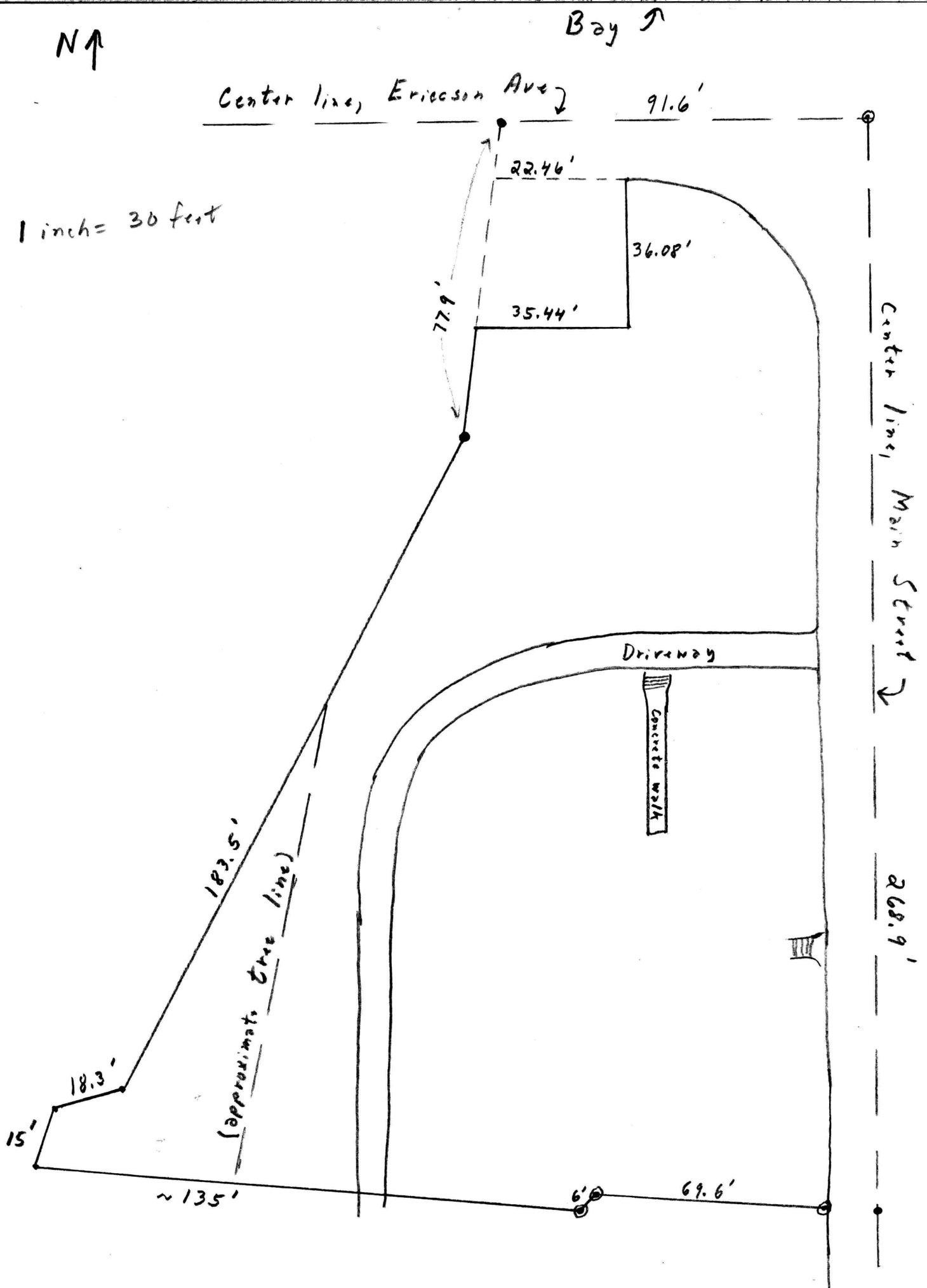
18.3'

15'

~135'

6'

69.6'



EHP 115

"Post office parcel"

LIBER 115 PAGE 193

THIS BOUNDARY LINE AGREEMENT, Made this 21<sup>st</sup> day of October, 1980, by and between FLOYD N. SMITH and MATTIE C. SMITH, his wife, of Kent County, State of Maryland, parties of the first part; and THOMAS G. HYLAND and JUDITH L. HYLAND, his wife, of Kent County, State of Maryland, parties of the second part.

WHEREAS, the parties of the first part are the owners of a property situate in the Third Election District of Kent County, Maryland, lying to the South of Ericsson Avenue in Betterton, Maryland, upon which is situate the "U.S. Post Office Building", which property is a portion of the property more particularly described in a deed from Brian B. Kane, et ux, dated December 18th, 1961, and recorded among the Land Records for Kent County, Maryland, in Liber W.H.G. No. 74, folio 53; and,

WHEREAS the parties of the second part are the owners of a property situate in the Third Election District of Kent County, Maryland, lying to the South of Ericsson Avenue, in Betterton, Maryland, which property was acquired by deed of Marie B. Chladek, dated December 7th, 1973, and recorded among the Land Records for Kent County, Maryland, in Liber E.H.P. No. 55, folio 351; and,

WHEREAS the properties adjoin one another and the parties desire to settle the common boundary between said properties which heretofore has been vague.

NOW THEREFORE WITNESSETH, that in consideration of the premises, the mutual covenants and agreements herein contained, and for other good and valuable consideration (the actual monetary consideration paid or to be paid is \$0.00) the receipt whereof is hereby acknowledged, the parties, for themselves, their heirs and assigns, do hereby agree to acknowledge the following line as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, as the common boundary between their

RECEIVED

OCT 28 2 58 PM '80

CLERK-CIRCUIT COURT  
KENT COUNTY

LAW OFFICES  
RABIN AND SIBB  
COURT STREET  
P O BOX 200  
CHESTERTON, MARYLAND 20620  
410-374-2840

Delivered to Rabin & Sibb, Copy 11/13/80



properties:

BEGINNING for the same at a point which is located North 86 degrees 22 minutes 37 seconds East 22.46 feet from the intersection of the division line between the lines of Louis T. Grahmer (see E.H.P. 7/116), and the lines of Floyd N. Smith (see W.H.G. 74/53), with the curb line of the southernmost side of Ericsson Avenue;

Thence, leaving said beginning point so fixed and binding for lines of agreement between the lands of the parties hereto the following two courses and distances: South 3 degrees 9 minutes 15 seconds East 36.08 feet to a point and South 86 degrees 14 minutes 59 seconds West 35.44 feet to a point on the Easternmost outline of the aforementioned Louis T. Grahmer lands. Said line is more particularly shown on a plat prepared by J. R. McCrone, Jr., Inc., dated October, 1980, and intended to be recorded herewith.

The parties of the first part hereby grant all of their right, title and interest in and to any property lying to the Easterly side of the aforesaid first line and to the Southerly side of the aforesaid second line unto the parties of the second part; and the parties of the second part do hereby grant all of their right, title and interest in and to any property lying to the Westerly side of the aforesaid first line and to the Northerly side of the aforesaid second line unto the parties of the first part.

AS WITNESS the hands and seals of the parties hereto.

WITNESS:

Floyd N. Smith (SEAL)  
Floyd N. Smith

Mary Alice Kenson

Mattie C. Smith (SEAL)  
Mattie C. Smith

Parties of the first part.

WITNESS:

Alexander J. LasiniThomas G. Hyland (SEAL)  
Thomas G. HylandJudith L. Hyland (SEAL)  
Judith L. Hyland

Parties of the second part.

STATE OF MARYLAND, COUNTY OF <sup>Giles & Anne's</sup> KENT, to wit:

I HEREBY CERTIFY, That on this 21<sup>st</sup> day of October, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Floyd N. Smith and Mattie C. Smith, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

Mary Alice Munson  
Notary Public

My Commission expires:

July 1st, 1982.

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, That on this 21<sup>st</sup> day of October, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas G. Hyland and Judith L. Hyland, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

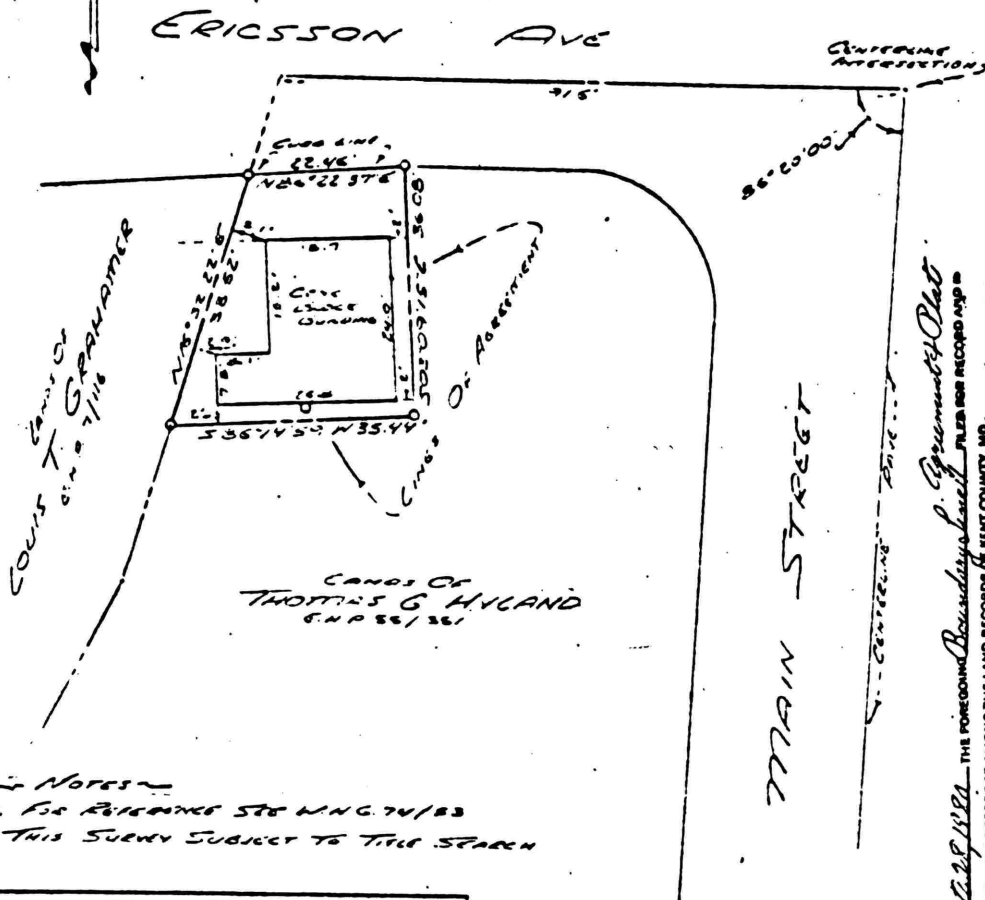
Virginia S. Oliver  
Notary Public

My Commission expires:

July 1st, 1982.

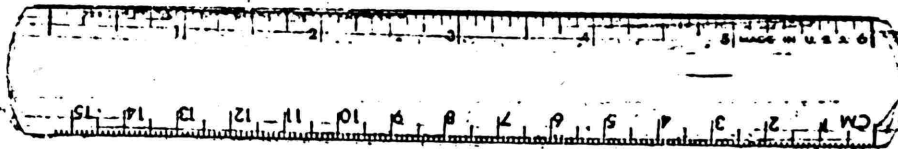
LAW OFFICES  
RABIN AND GIBB  
COURT STREET  
P.O. BOX 220  
CHESTERDOWN, MARYLAND 21530  
(301) 778-2516

AREA = 0.024 ± ACRES



FORM NO. 1	LINE OF AGREEMENT	J. R. McCRONE, JR., INC. REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS ANNAPOLIS, MARYLAND PRINCE FREDERICK CHESTERTOWN TRAPPE LEONARDTOWN BOWIE	DRAWN BY <i>Continued</i> SCALE <i>1" = 10'</i> DATE <i>10-50</i> JOB NO. <i>P.V. 373</i> FOLDER <i>350-3</i>
	SURVEY OF THE LANDS		
	OF		
	FLOYD N. SMITH		
	3RD DISTRICT, KENT CO. MARYLAND		

SUBDIVISION PLAT RECORDED IN PLAT BOOK PAGE



1973 Deed to Parcel 1697-4

1973

DEC 10 9 AM '73

CLERK OF THE  
KENT COUNTY

RECEIPT NO. 125676 THIS DEED, Made this 7<sup>th</sup> day of December.



in the year one thousand nine hundred and seventy-three, by and between MARIE B. CHLADEK, individually and trading as Hotel Betterton, of Philadelphia County, Pennsylvania, of the first part and THOMAS G. HYLAND and JUDITH L. HYLAND, his wife, of Kent County, Maryland, of the second part.

WITNESSETH, that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Marie B. Chladek, individually and trading as Hotel Betterton does hereby grant and convey unto the said Thomas G. Hyland and Judith L. Hyland, his wife, as tenants by the entireties, their assigns, and to the survivor of them, his or her heirs and assigns, in fee simple, ALL THAT LOT OR PARCEL OF LAND, situate, lying and being in Betterton, Third Election District of Kent County, Maryland, and more particularly described as follows:

BEGINNING at the intersection of the center line of the concrete road on Main Street and Ericcson Avenue, Betterton, Maryland, thence running along the center line of Main Street, (1) south 2 degrees 43 minutes west, 268.9 feet to a new division line hereby established; thence (2) north 83 degrees 5 minutes west, 69.6 feet to a point; thence (3) south 42 degrees 30 minutes west 6 feet to a point; thence (4) north 83 degrees 05 minutes west, 135 feet, more or less, to a point on the lands of the Town Commissioners of Betterton, Maryland; thence along said lands (5) north 17 degrees 29 minutes east 15 feet more or less, to the lands now or formerly of Nellie M. Arment; thence along said lands (6) south 78 degrees 25 minutes east, 18.3 feet to a point; thence (7) north 28 degrees 21 minutes east, 183.5 feet to a point; thence (8) north 15 degrees 43 minutes east, 77.9 feet to the center line of the concrete road on Ericcson Avenue; thence along said line (9) north 89 degrees 3 minutes east, 91.6 feet to the beginning.

SAVING AND EXCEPTING THEREFROM AND THEREOUT, HOWEVER, all that part thereof on which the post office building is now situated and including further that strip of land immediately adjacent to the said post office building and which lies between the post office building and the property now or formerly of Emil and Louis Grahmer, et al, with an even depth throughout of the length of said post office building.

SUBJECT to a right of ingress and egress to, over and upon that part of the land hereby conveyed which is immediately adjacent to said post office building, for the purpose of maintain-

LAW OFFICES  
RASIN AND RASIN  
113 COURT STREET  
CHESTERTOWN, MD. 21620

(301) 776-3816

LIBER 55 PAGE 351

Mailed to Thomas G. Hyland 11/8/74

ing and repairing the said post office building.

TOGETHER with the right to the use of the 12 foot right of way that runs from these lands past a garage and thence to Main Street, as is partially indicated on a plat recorded among the Land Records for Kent County, aforesaid, in Liber R.A.S. No. 23, folio 458½.

BEING the same lands conveyed in a deed from Everett M. Enos, et al, unto Mario B. Chladek, dated the 26th day of May, 1970, and recorded among the Land Records for Kent County, Maryland, in Liber E.H.P. No. 35, folio 251.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of land and premises above described and mentioned, and heroby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto, belonging or appertaining unto and to the proper use and benefit of the said THOMAS G. HYLAND and JUDITH L. HYLAND, his wife, as tenants by the entireties, their assigns, and to the survivor of them, his or her heirs and assigns, in fee simple, subject to the conditions and restrictions hereinbefore set forth.

AND the said party of the first part hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property heroby conveyed; that she will warrant specially the property granted and that she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantor.

Test:

*Julie J. Stephens*

*Mario B. Chladek* (SEAL)  
Mario B. Chladek, individually  
and trading as Hotel Betterton

STATE OF Maryland COUNTY OF Kent, to wit:

I HEREBY CERTIFY, That on this 7th day of December 1973, before me, the subscriber, a Notary Public of the State and County, aforesaid, personally appeared Marie B. Chladek, individually and trading as Hotel Betterton, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who signed the same in my presence, and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

My Commission Expires:

July 1st, 1974



Julie J. Stephens  
Notary Public

DEC 17 1973 THE FOREGOING Deed FILED FOR RECORD AND IS  
ACCORDINGLY RECORDED AMONG THE LAND RECORDS OF KENT COUNTY, MD.,  
IN LIBER 240 NO. 55 FOLIOS 357 thru 353  
Carl D. J. Priddy CLERK

LIBER 55 PAGE 353



# BETTERTON - MARYLAND

SCALE 1" = 40'

FEB. 28, 1940

BETTERTON

C. H. BRICE

NELLIE

M. ARMENT

W. E.

&

F. D.

OWENS

ERICSSON

Enos

Post Office

Hyland

MAIN

STREET

M. DEK SMITH, JR. C.E.

